

Approved:
Chairman of the Competition Commission
M.N. Fedosov

Approval date

11	12	2018
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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	11	12	2018	18:00 MSK
Date and time for the request receiving completion	27	12	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, Russian Federation, 196210			
	11	01	2019r.	
Commencement date for providing clarifications on procurement documentation	11	12	2018	
Completion date for providing clarifications on procurement documents	24	12	2018	
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Applicable"			
Distribution of the total scope of procurement between the procurement parties	"Not applicable"			
Subject-matter of the procurement	Modification services for installation of additional curtains for crew rest area on 777-300ER aircraft			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Modification services for installation of additional curtains for crew rest area on 777-300ER aircraft			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
150 000,00	USD	6	set	30.30	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)		Documentation: via-email Tech.Library.VKO@rossiya-airlines.com Goods: A-Technics warehouse, Sheremetyevo Airport, Moscow, Russian Federation.			
Term and Payment Procedure for Goods (Work. Service)		Form of payment is bank transfer. Payment by the Buyer 100% of the value within 30 calendar days after the performance of the obligations by			

	the Seller.
Request Security (amount)	"Not applicable"
Right of the Procurement Bidder to submit a draft of counter-agreement	"Not applicable: the bidder is obliged to accept all the terms of the draft contract "

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Contract Price
Points Calculation Procedure for Criterion 1	To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where: - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points.
Maximum number of points for criterion 1	70
Name of Criterion 2	Term of Delivery
Points Calculation Procedure for Criterion 2	To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where: - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points.
Maximum number of points for criterion 2	30

For a comparative assessment of bidders of request for proposals to select a supplier will use the following methodology:

When exported from the airport of departure the contract price is calculated according to the following formula:

$$N = P + T1 + T2 + T3 + T4 + D$$

where:

N – the price of the contract

P - the value proposition of the provider.

T1 - charges for customs clearance.

T2 - customs duties.

T3 - cost of services of the customs representative.

T4 - the cost of registration of Declaration of compliance (if required for customs clearance of goods).

D - the cost of transportation

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (P 20-33-17 Edition 3).

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to public at large to give proposals under the procurement procedure.

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the request for quotations, request for proposals does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold a request for quotations, request for proposals.

1.6. At any time before the deadline for submission of request for participation in the request for quotations, request for proposals the Customer may, on its own initiative or as a response to an inquiry of any bidder, amend a notice on holding a request for quotations, request for proposals, and procurement documentation.

1.7. The Customer may, at any time after a decision is taken that it is necessary to amend a notice on holding a request for quotations, request for quotations, documentation on the procurement, such amendments are posted in the unified information system.

1.8. If amendments to a notice or documentation on procurement are made later than two working days in holding a request for quotations/one working day in holding a request for proposals, a term for submission of requests for participating in request for quotations, request for proposals shall be extended so that from the day of posting such amendments in the unified information system to a notice or documentation on procurements to the end date for submission of requests for participating in a request for quotations, request for proposals, such term shall be at least three working days.

2. Procedure for Submission of Requests

2.1. To participate in the request for quotations, request for proposals the bidder shall prepare a request for participation in the request for quotations, request for proposals executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the request for quotations, request for proposals (lot).

2.2. In pursuance of procurement documentation all documents shall be submitted to the electronic trading facility as scan-copies of signed documents.

2.3. The bidder may amend or withdraw a submitted Request for participation in the Request for Quotations, Request for Proposals not later than the deadline for submission of Requests for participation in the Request of Quotations, Request for Proposals. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

3. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

5. Pricing Procedure for the Agreement Price (Lot Price)

5.1. The Agreement Price (Lot Price) shall be formed subject to expenses for carriage, insurance, payment of customs duties, taxes and other mandatory payments unless otherwise is provided in the Terms of Reference (Appendix 3).

6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

8.1.6. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

8.1.7. The procurement bidder shall not have a conflict of interests with the customer's employees.

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

8.3. The list of all documents evidencing the conformity of the procurement bidder with the established requirements is given in the Questionnaire Form of the bidder (Appendix 2).

8.4. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

9. Requirements for the Contents, Form, Execution and Setup of the Request for Participation in the Procurement

9.1. The bidder's Request shall include the following documents:

9.1.1. The Request for participation in the procedure executed on the official letterhead of the procurement procedure bidder (Appendix 1).

9.1.2. The bidder's Questionnaire Form executed on the official letterhead of the procurement procedure bidder (Appendix 2).

9.2. All documents and information submitted by the bidders shall be issued in Russian or English. If any information or documents are submitted in other language, they shall be accompanied by translation into Russian or English.

9.3. All prices shall be stated in the currency of the initial (maximum) price of the agreement (lot price). If the price in the bidder's request is set in the currency which is different from the initial (maximum) agreement price (lot price), the Customer may recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.

9.4. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.

9.5. A request shall be provided for each lot separately.

9.6. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

9.7. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

10. Procedure for Examination, Assessment and Comparison for Requests to Participate in Procurement

10.1. Requests for participation in procurement shall subject to two-stage check:

Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;

Stage two – is an assessment stage of requests passed the pre-qualification stage.

10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.

10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.

10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.

The request of the procurement bidder may also be waived in the following instances:

- a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;
- b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
- c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
- d) a failure to provide clarifications on the request for participation in the request for quotations upon request of the Competition Commission;
- e) existing information on the procurement bidder in the register of mala fide suppliers;
- f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);
- g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;
- h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, a request for quotations shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the request for quotations, request for proposals. The Customer may enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The request for quotations, request for proposals shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the request for quotations, request for proposals the Competition Commission is necessary to extend or reduce the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding a request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction of the dates for the

pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the request for quotations, request for proposals.

10.10.1. It shall be recognized the Winner in the request for quotations that procurement bidder which conforms to the requirements set by procurement documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the request for proposals that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the request for proposals is assigned number one. The assignment of the sequence number to each request for participation in the request for proposals as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the request for proposals include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the request for proposals which has been received earlier than other requests for participation in the request for proposals which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

10.13. With the bidder whose proposal is considered the best, concludes the framework agreement in accordance with the draft agreement (Appendix 4). If between the customer and such bidder had previously signed a framework agreement, mandatory requirements of which corresponds to the draft agreement (Appendix 4), the conclusion of a new agreement is not required. In this case, between the customer and the bidder shall be signed only attached to the draft agreement specification.

The term for signing of the agreement with the bidder whose proposal is considered the best – shall be not later than seven calendar days from the date of receipt of the agreement from the customer.

10.14. Should the winner in the request for quotations be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

Should the bidder which offered the same price in the quotation request as the winner, waive the conclusion of the agreement, or which proposed the terms next to the ones proposed by the winner, the request for quotations shall be recognized failed.

10.15. Should the winner in the request for proposals be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and

comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the request for proposals is not entitled to waive the conclusion of the agreement.

10.16. Should the bidder in the request for quotations, request for proposals be evading the conclusion of the agreement, the competition commission may take another decision which is different from the one referred to in clauses 10.14 and 10.15, including on recommendation of the procurement from the single supplier.

10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.

10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer.

To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

11. Consequences of Recognizing the Request for Quotations, Request for Proposals Failed

11.1. Should the request for quotations, request for proposals be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the request for quotations, request for proposals or recognized the only bidder in the request for quotations, request for proposals, the Customer may hold the repeated request for quotations, request for proposals or apply another method of procurement.

12. Closing Provisions

The Customer shall be governed by the Procurement Regulation in all other matters not contemplated by this documentation.

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1**to Procurement Documentation**

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
Quote: The price of the overhaul _____ USD excluding VAT. Term of Delivery _____ FCA airport of shipment _____
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us: Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities) Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes; No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ΦZ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

¹ To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

<p>4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"⁵.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>		
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>		
<p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>		
According to the list on	pages	
Principal		
(signature)		(state initials, last name)
<i>SEAL</i>		
Date of issuance		
(DD)		(MM) (YYYY)

⁵ The clause is subject to inclusion as a part of the request from the procurement bidder only who is an individual.

Appendix 2
To Procurement Documentation

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
1. Legal details	
Country _____ of _____ registration _____	
Registered address _____	
Street address _____	
Phone _____	
Fax _____	
E-mail _____	
2. Banking details	
INN / KPP of entity _____	
OGRN (Primary State Registration Number) _____	
Transaction Account _____	
No. _____	
Bank Name _____	
Correspondent account _____	
BIC _____	
3. Registration data	
Date, place and registration authority _____	
Founders _____	
Primary Business _____	
Included in the small and medium businesses ³ _____	
OKPO _____	
OKVED _____	
4. Appendices to the Bidder Questionnaire Form:	

² To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

³ If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
<p align="center">This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.</p>	
<p>Principal <i>(title of the Principal)</i> _____ <i>(signature)</i> _____ <i>(state initials, last name)</i></p> <p align="center">SEAL</p> <p>Date of Issuance _____ <i>(DD)</i> <i>(MM)</i> <i>(YYYY)</i></p>	

Appendix 3
To Procurement Documentation

Terms of Reference

1. Subject-matter of procurement

Modification services for installation of additional curtains for crew rest area on 777-300ER aircraft

2. Nomenclature, description of products, option to replace, equivalent

Description	Quantity
Development of modification documents package for execution of modification on 5 aircraft (EI-GET, EI-GES, EI-GEU, EI-GFA, EI-GFB) for tailoring curtains and installing additional dividers to organize crew rest areas	1 set
Modification equipment for installation of additional dividers for organization of crew rest areas, including: divider in front of 6 ABC seat block, divider on the right of 6 ABC seat block, divider behind 6 ABC seat block, divider in front of 6 HKL seat block, divider on the left of 6 HKL seat block, divider behind the 6 HKL seat block, including fasteners and curtain sliders	5 sets

3. Quantity/scope of required goods, works, services

Documentation for 5 aircraft – 1 set
Modification equipment - 5 sets

4. Place of goods delivery, work performance and service provision

Documentation: via-email Tech.Library.VKO@rossiya-airlines.com
Goods: A-Technics warehouse, Sheremetyevo Airport, Moscow, Russian Federation.

5. Dates or schedule of shipment/delivery of goods, performance of works and provision of services

Delivery date: no later than 90 calendar days after the contract execution.

6. Requirements to safety, quality, technical performance, functionality

6.1 All goods shall be factory new (FN)

6.2 The goods shall be accompanied by EASA Form 1 or FAA 8130-3 certificate (factory new)

6.3 Each set should include dividers (curtain guides) to isolate crew rest areas on 6 ABC and 6 HKL seats from passenger cabin including fasteners of dividers to baggage racks and

curtain sliders.

- 6.4 Documentation set should be developed in accordance with the requirements of EASA Part 21J (DOA) and should include detailed instructions for installing dividers and curtains on aircraft, as well as instructions for producing curtains made of Testori p/n RTAS9339294 textile with Testori certification according to EASA Part 21G (POA)
- 6.5 Documentation set should be applicable to the 5 Boeing 777-300ER: EI-GET, EI-GES, EI-GEU, EI-GFA, EI-GFB
LOPA EL9001BU001, EL9001BU002
- 6.6 Supplier shall provide EASA.21J certificate
- 6.7 Supplier shall provide the DOA agreement with Testori Company for the production of curtains or a letter of intent to enter into an agreement.
- 6.8 Procurement of goods and services in accordance with this documentation is carried out jointly, due to the need to comply with the modification documentation to the equipment supplied.
- 6.9 Delivery of goods shall be accompanied by the following documents:
- Certificate EASA Form 1 or FAA 8130-3 (FN);
 - Documentation set for installation of dividers with curtains
 - Documentation set for production of curtains certified by Testori
 - Packing List with information on shipment content
 - Commercial and Transportation invoices for customs clearance purposes should contain (where applicable): description of the goods, unit cost and total cost, reference to the contract, terms of delivery and payment, route and carrier data.
- 6.10 If necessary, Procurement Participant can download the necessary technical documentation (LOPA) from the file hosting service:
<https://files.rossiya-airlines.com/index.php/s/TwNf7whRhDWcRXj>
password: Rossiya2017
- 6.11 State standards of the Russian Federation are not applicable since the documentation and supplied equipment shall comply with requirements of FAA/EASA.

7. Cost assessment requirements

The initial price is formed from the cost of equipment set considering purchase by Contractor of all consumables for production and cost of a documentation set according to the requirements of EASA Part 21 subpart J. The price doesn't include: delivery, loading/unloading, insurance, fitting, personnel training, customs payments.

8. Requirements for acceptance of goods, work, services

The information on the day of delivery shall be sent by the Contractor via e-mail no later than 1 week before the goods readiness: logistics-VKO@rossiya-airlines.com, ld-vko@rossiya-airlines.com

9. Requirements for the term and scope of warranty for quality of goods, work, services

The contractor must provide warranty on all supplied equipment for at least 2 (two) years. In case of detection of errors or inconsistencies in the modification kits of documentation, certification or technical documentation, the Contractor shall make the appropriate changes and revise the documents at his own expense.

10. Other required information

Each participant must provide a price in US dollars.

Delivery conditions: FCA – Contractor location (Incoterms 2010).

Appendix 4
To Procurement Documentation

<p style="text-align: center;">Contract № _____</p> <p>Saint-Petersburg " ____ " _____ 20__</p> <p>TBD with headquarters at TBD, hereinafter referred to as Seller; represented by _____ acting on the basis of _____</p> <p>and</p> <p>Rossiya airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the Buyer represented by _____ acting on the basis of _____</p> <p>collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p>	<p style="text-align: center;">Договор № _____</p> <p>г. Санкт-Петербург " ____ " _____ 20__</p> <p>Между TBD с основным местоположением TBD, здесь и далее называемое Исполнитель; в лице _____, действующего на основании _____</p> <p>и</p> <p>АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь и далее называемое Заказчик; в лице _____, действующего на основании _____</p> <p>вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>
<p>1. Subject of the Contract</p> <p>1.1. In the Frame of this Contract and to the extent it is authorized to do so, the Seller will provide to the Buyer the Services stated in Specifications or Orders, which are integral part of the Contract.</p> <p>1.2. The Seller may provide to the Buyer any services within the confines of his and not only his own certificate, approved by relevant Aviation Authorities. Seller is in the right to conclude subcontract for certain types of work by agreement with the Buyer, and also subcontracts for making, shipment necessary parts, details or components with requested for execution of the Contract and described in Specifications or Orders.</p>	<p>1. Предмет договора</p> <p>1.1. В рамках настоящего Договора и на основании своих полномочий Исполнитель, обязуется предоставить Заказчику Услуги и поставить позиции, указанные в Спецификациях или Заказах, которые являются неотъемлемой частью настоящего Договора.</p> <p>1.2. Исполнитель может предоставлять Заказчику любые услуги в рамках, и не только, своего сертификата, одобренного соответственными авиационными властями. Исполнитель вправе заключить договор субподряда на определенные виды работ по согласованию с Заказчиком, а так же договоры субподряда на изготовление, поставку необходимых частей, деталей или компонентов необходимых для исполнения Договора и описанных в</p>

<p>1.3. The Buyer can purchase Technical documentation basing on Purchase orders. Delivery conditions and terms of delivery shall be defined in Purchase Orders.</p> <p>1.4. For any requested scope, the Seller shall send to the Buyer draft of project for Buyer confirmation. The Buyer will confirm the Seller issued draft within 10 (ten) business days. In case of discrepancies from the scope originally requested by the Buyer, the Seller shall free of charge rectify such discrepancies within 5 (five) business days (unless otherwise agreed by the Parties)and will send again for the Buyer confirmation.</p> <p>1.5. Specification is a document drawn up in accordance with the form of Annex 2.</p> <p>Under the order is understood a document issued with the help of the MRO software AMOS, such an Order shall be signed by the authorized operative employee of the Buyer. A sample of the Order is presented in Appendix 3.</p> <p>The parties are entitled to indicate any other information in the Specifications or Order, if necessary.</p>	<p>Спецификация или Заказах.</p> <p>1.3. Заказчик по запросу может приобретать Техническую документацию на основании Заказов на покупку. Условия и сроки поставки будут определены в Заказах на покупку.</p> <p>1.4. На любой запрошенный объем работ Исполнитель обязуется прислать Заказчику проект для одобрения. Заказчик обязуется одобрить проект в течение 10 (десять)рабочих дней. В случае каких-либо отклонений от изначально запрошенного объема работ, Исполнитель обязан бесплатно устранить такие отклонения в течение 5 (пяти) рабочих дней (если иное не согласованно Сторонами) и вновь прислать на утверждение Заказчику.</p> <p>1.5. Спецификацией считается документ, составленный в соответствии с формой Приложения 2.</p> <p>Под заказом понимается документ, выпущенный с помощью программного обеспечения ТОиР – AMOS, такой Заказ должен быть подписан уполномоченным сотрудником Заказчика. Образец Заказа представлен в Приложении 3.</p> <p>Стороны вправе указать любые другие сведения в Спецификациях или Заказе, если это необходимо.</p>
<p>2. Procedure of fulfilment of the Contract</p> <p>2.2. The Buyer shall place an order in accordance with the Seller commercial offer accepted by the Buyer. The Services shall be done within the period agreed by</p>	<p>2. Процедура исполнения Договора</p> <p>2.2 Заказчик, будет размещать Заказы в соответствии с коммерческим предложением Исполнителя, принятым</p>

<p>the Parties in Seller's commercial offers. Any delays in such periods, provided no force majeure as per paragraph 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties indicated in clause 3.6.</p>	<p>Заказчиком. Услуги будут выполнены в течение периода, согласованного Сторонами в коммерческих предложениях. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов, указанных в п. 3.6.</p>
<p>3. Terms, conditions and Procedure of Payment.</p> <p>3.1. Form of payment is bank transfer. The currency hereof is ____. Currency of payment (settlement) is ____.</p> <p>3.2. Terms and order of payment: NET30. Payment by the Buyer 100% of the value within 30 calendar days after the performance of the obligations by the Seller. The invoice for payment should be sent by Seller to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the payment date (if applicable) If Seller fails to provide invoices in time, payment date shall be rescheduled for such period.</p> <p>3.3 Same procedure shall apply for all payments of the Parties hereunder, if not otherwise agreed by the Parties in writing. In case of changes of the payment terms, such terms must be indicated in the Specifications or Orders attached to this Contract.</p> <p>3.4 Taxes with respect to any prices covered herewith are levied or not levied</p>	<p>3. Форма, сроки и порядок оплаты</p> <p>3.1.Формой оплаты является безналичный расчет, банковский перевод. Валюта настоящего договора - Валюта платежа (расчетов) -</p> <p>3.2 Сроки и порядок оплаты: Оплата Заказчиком 100% стоимости в течение 30 календарных дней после исполнения обязательств Исполнителем.</p> <p>Счета на оплату должны быть направлены Исполнителем на адрес: amd9@rossiya-airlines.com. Без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за 10 рабочих дней, до даты оплаты (если применимо). Если Исполнитель своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.</p> <p>3.3 Подобный порядок будет применяться для всех платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано. В случае изменений условий оплаты, такие условия должны быть определены в приложенных Спецификациях или Заказах к настоящему Договору.</p> <p>3.4 Налоги на любые цены,</p>

<p>i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes.</p> <p>3.5. Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.</p> <p>3.6 In case of delay in delivery the Seller shall pay the Buyer penalty at the rate of 0.1% of cost of delayed Services for each day of such delay till the date of actual delivery.</p> <p>In case of exceeding the delivery time by the Seller indicated in Specifications or orders to the Contact for more then 20 (twenty) working days, the Buyer shall be entitled unilaterally to cancel the placed PO and/or terminate the Contract. Subject to the terms of payment by the Buyer, the Seller should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment:</p> <ul style="list-style-type: none"> - return to the Buyer the funds paid in accordance with clause 3.3. of the Contract (if applicable). - pay the interest on the borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Seller, and ending with the date they are credited to the account of the Buyer capped at 10% of amount of respective delayed delivery (if applicable). <p>3.7. Buyer may, subject to consent of the</p>	<p>охватываемые настоящим договором, взимаются или не взимаются в соответствии с действующим налоговым законодательством. Стороны будут оплачивать, подлежащие выплате, налоги в своих соответствующих юрисдикциях и не несут никаких обязательств по оплате каких-либо иных налогов</p> <p>3.5 Стороны будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.</p> <p>3.6 В случае превышения сроков поставки Исполнитель должен выплатить штраф в размере 0.1% от стоимости не предоставленных Услуг за каждый день такой просрочки до дня фактической поставки.</p> <p>В случае превышения Исполнителем сроков поставки, обозначенных в Спецификациях или Заказах к настоящему Договору на срок более 20 (двадцати) рабочих дней Заказчик имеет право в одностороннем порядке отменить размещенный Заказ и / или расторгнуть Договор. В соответствии с условиями оплаты Заказчика Исполнитель должен в течение 10 (десяти) банковских дней с даты получения уведомления Заказчика о таком невыполнении:</p> <ul style="list-style-type: none"> - вернуть Заказчику перечисленные им в соответствии с п.3.3 настоящего Договора денежные средства (если применимо) - уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на расчетный счет Заказчика, с ограничением в 10% соответствующей задержанной поставки (если
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<p>Seller, amend the scope during execution hereof, not higher than 20% of aggregate quantity of goods, scope of works and services set forth herein, in case of a change in demand in goods, works and services as contracted herein IAW the Specifications and Orders; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby. Amount of respective specification will change accordingly.</p> <p>3.8. The Parties agreed that the total amount of this Contact for the entire period of its validity will not exceed _____ rubles (or equivalent in the currency of the payment (settlement)). The above amount of the Contract is the maximum and should not be regarded as an obligatory amount for which the Parties undertake to order Goods / render services. The VAT rate is applied in accordance with the.</p>	<p>применимо)</p> <p>3.7 Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных договором товаров, объем предусмотренных работ, услуг при изменении потребности в товарах, работах, услугах, на поставку, выполнение, оказание которых заключена Спецификация или Заказ , а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных договором, но связанных с такими работами, услугами, предусмотренными договором. Стоимость соответствующей спецификации в этом случае изменяется пропорционально.</p> <p>3.8. Стороны договорились, что сумма настоящего договора за весь период его действия не превысит _____ рублей (или эквивалент в валюте платежа(расчета)). Вышеуказанная сумма договора является максимальной и не должна считаться обязательной на которую Стороны обязуются заказать Товары / оказать услуги. Ставка НДС применяется в соответствии с действующим законодательством.</p>
<p>4. Warranty</p> <p>4.1. The technical standards to be issued in the accomplishment of the Services that required under this Contract will comply of related aviation authority standards.</p> <p>4.2 The Seller warrant that the Services are provided with due quality and if any defects in Services are discovered by the Buyer the Seller shall rectify the defects free of charge if defects are discovered within 30 (thirty) calendar days after provided service to the Buyer (unless otherwise specified in the Specifications or Orders)</p>	<p>4.Стандарты и гарантия</p> <p>4.1 При оказании Услуг в соответствии с настоящим Договором, используемые технические стандарты будут соответствовать требованиям соответствующих авиационных властей.</p> <p>4.2 Исполнитель гарантирует, что Услуги оказываются с надлежащим качеством и если Заказчиком будут обнаружены какие-либо дефекты, исполнитель должен устранить дефекты бесплатно, если дефекты будут обнаружены в течение 30 (тридцати) календарных дней после оказания услуг Заказчику.(если иное не указано в Спецификации или Заказе).</p> <p>4.3. В случае, если дефекты были</p>

<p>4.3. If any defect are discovered in accordance with paragraph 4.2. the Buyer shall issue a claim and the Seller shall review such claim within 7 (seven) calendar days.</p>	<p>обнаружены в соответствии с параграфом 4.2. , Заказчик направит претензию, которую Исполнитель обязуется рассмотреть в течение 7 (семи) календарных дней.</p>
<p>5. Force Majeure</p> <p>Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, act of government and embargo on imports and exports occurring after conclusion of the present Contract. If such circumstances directly affect fulfilment of the obligations hereunder, the affected Party shall notify immediately (within 24 hours) the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.</p> <p>Force-majeure circumstances may be deemed to be justification for non-fulfilment of an obligation hereunder only in case of such written notification. Fires, blackouts, information system malfunctions, and strikes shall be deemed to be force majeure only if they are not caused by faulty actions or omissions of the Parties.</p>	<p>5. Обстоятельства непреодолимой силы</p> <p>Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, решение правительства, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно в течение 24 часов уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство.</p> <p>Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>
<p>6. Validity</p> <p>6.1 The present Contract is the only valid binding Contract between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.</p>	<p>6. Действие</p> <p>6.1 Настоящий договор является единственным действительным обязательством Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p>6.2 Договор вступает в силу, будучи</p>

<p>6.2 The Contract shall come into force when signed by authorized representatives of both Parties and remains in force for 3 (three) years from the moment of performance by the Seller of Services on the first Specification or the Order. The Parties may terminate this Contract at any time by a 60-day's prior written notice.</p> <p>6.3 If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 calendar days or any other time period upon written consent of the Parties.</p> <p>6.4 Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important in writing. In such cases no addendums to the present Contract are required.</p>	<p>подписан уполномоченными лицами обеих Сторон и остается в силе в течение 3 (трех) лет с момента выполнения Исполнителем Услуг по первой Спецификации или Заказу. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p>6.3 Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию Сторон.</p> <p>6.4 Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными. Дополнений настоящего договора в таких случаях требоваться не будет.</p>
<p>7. Jurisdiction and Governing Laws</p> <p>7.1 In case of any dispute related to the present Contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to an _____ arbitration court in _____ Language of arbitration of such dispute shall be _____.</p> <p>7.2 Provisions of the present Contract shall be interpreted according to applicable laws _____ of _____ the _____.</p> <p>7.3 Not later than the date of signing this Contract, the Seller shall provide the Buyer with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in</p>	<p>7. Подсудность и Управляющее законодательство</p> <p>7.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к _____ арбитражному суду в _____. Язык рассмотрения такого спора будет _____.</p> <p>7.2. Положения этого договора истолковываются по соответствующим законам _____.</p> <p>7.3. Не позднее даты подписания настоящего договора Исполнитель обязан предоставить Заказчику сведения в отношении всей цепочки своих _____ собственников (выгодоприобретателей), включая</p>

<p>the form of Appendix No. 1 to this contract, with the provision of supporting documents.</p> <p>In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Seller, he is obliged to immediately notify the Buyer about this with the attachment of supporting documents.</p> <p>7.4 The Buyer has the right to inspect the Seller facility. The Buyer inspection activity must be carried out without interference with delivery commitment.</p>	<p>конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.</p> <p>В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов.</p> <p>7.4. Заказчик имеет право на проведение инспекционной проверки на базе Исполнителя. Инспекционные проверки выполняются Покупателем своевременно во избежание задержек в поставке.</p>
<p>8. Anti-Corruption Clause</p> <p>8.1. While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.</p> <p>While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p>8.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 1, the corresponding Party shall</p>	<p>8.Антикоррупционная оговорка</p> <p>8.1. При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>8.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 8.1, соответствующая Сторона обязуется уведомить другую</p>

notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 8.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

8.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 8.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 8.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.

8.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 8.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцать) календарных дней от даты получения соответствующего

	требования Стороны, по инициативе которой был расторгнут Договор.
9. Legal addresses and bank details of the parties: <u>Buyer's</u> «Rossiya airlines» JSC, 18/4, Pilotov street, Saint-Petersburg, 196210 Russia Bank details: <u>Seller's:</u>	9. Юридические реквизиты и адреса сторон: <u>Заказчика:</u> АО «Авиакомпания «Россия», 196210, Россия, Санкт-Петербург ул. Пилотов 18/4 Банковские реквизиты: <u>Исполнителя:</u>

Подписи сторон:

Signatures of the Parties:

От имени АО «Авиакомпания «Россия»:

For and on behalf of JSC Rossiya airlines

Имя: _____

Name: _____

Должность: _____

Title: _____

Подпись: _____

Signature: _____

Дата: _____

Date: _____

От имени TBD:

For and on behalf of TBD:

Имя: _____

Name: _____

Должность: _____

Title: _____

Подпись: _____

Signature: _____

Дата: _____

Date: _____

Приложение 1 к Договору _____
Образец

ИНФОРМАЦИЯ О КОНТРАГЕНТЕ

№ п/п	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№ п/п	Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование/ ФИО	Адрес регистрации	Серия и номер документа, удостоверяющего личность (или физического лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об Подрядчикном оргane	Информация о подтверждающих документах (наименование, реквизиты и т.д.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2.							
												2							

Примечание: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1 и т.д. – собственники организаций 1.1, 1.2 (собственники второго уровня) и далее – по аналогичной схеме до конечного бенефициарного собственника.

(ФИО) /дата/
М.П.

Подписи Сторон:

От имени АО «Авиакомпания Россия»

Имя:

Должность:

Дата:

От имени TBD

Имя:

Должность:

Дата:

Sample

INFORMATION ABOUT CONTRACTUAL COUNTERPARTY

Item No.	Counterparty designation (INN, Activities Type)						Contract (details, subject, price, validity period, and other material terms and conditions)					Item No.	Information about counterparty owners chain including beneficiaries (including ultimate ones)						
	Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Counterparty designation	Russian Classification of Economic Activities (OKVED) Code	Full name of CEO	Authority and number of CEO ID document	Number and date	Subject of the Contract	Price (RUR, mln)	Validity period	Other material terms and conditions		Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Designation / Full name	Registration address	Series and number of ID document (for individual)	CEO/ member/ beneficiary/ details about the Seller	Information about support documents (title, details, etc.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2							
												2							

Note: 1.1, 1.2 – owners of the contractual counterparty (first level owners); 1.1.2, 1.2.1, etc. – owners of entities 1.1, 1.2 (second level owners) and further according to the similar chart up to the ultimate beneficiary

 _____ (full name) /date/
 Stamp

Signatures of the Parties

On behalf of JSC Rossiya airlines
 Name:
 Title:
 Date:

On behalf of TBD
 Name:
 Title:
 Date:

СПЕЦИФИКАЦИЯ/SPECIFICATION (ОБРАЗЕЦ/SAMPLE)

Настоящая **Спецификация** __ вступает в силу с момента подписания обеими Сторонами и составляет неотъемлемую часть договора № _____ от _____. This **Specification** __ becomes valid, being signed by both Parties and constitutes an integral part of the Contract № _____ from _____.

Наименование Description	Цена за ед. Price for unit	Общая стоимость Total price
ИТОГО/TOTAL		

Условия оплаты (если применимо)/Payment terms (if applicable):

Счета выставляются в _____ с переводом по курсу _____ (если применимо)/
Invoices shall be issued in _____ in accordance with exchange rate _____ (if applicable)

Стороны согласовали изменение валюты (платежа) расчетов (п.3.1. Договора) на _____ и следующие банковские реквизиты для перевода оплаты в адрес TBD: _____ (если применимо)

The Parties agreed the change of (payment) currency (clause 3.1 of the Contract) to _____ and the following bank details for the transfer of payment to the address TBD (if applicable)

Условия доставки/Terms of delivery:

Срок исполнения/ Period of execution:

**Подписи сторон:
Signatures of the Parties:**

От имени АО «Авиакомпания «Россия»:

For and on behalf of JSC Rossiya airlines

Имя: _____

Name: _____

Должность: _____

Title: _____

Подпись: _____

Signature: _____

Дата: _____

Date: _____

От имени TBD:

For and on behalf of TBD:

Имя: _____

Name: _____

Должность: _____

Title: _____

Подпись: _____

Signature: _____

Дата: _____

Date: _____

Приложение 3 к Договору № _____ /Appendix 3 to the Contract № _____

ROSSIYA <small>АВИАЛИНИИ</small>	S0021017	Page 1 / 2																																											
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <h2 style="margin: 0;">Service Order</h2> <p style="margin: 5px 0;">Number: S0021017 Date: 03.Nov.2017</p> </div> <div style="width: 35%; text-align: center;">  <small>ODS0021017</small> </div> </div> <p style="margin-top: 10px; font-size: 8px;">Kindly quote above order no. and reference in all correspondence and when sending parts and invoice</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">VENDOR</td> <td style="width: 50%; border: none;">ISSUED BY</td> </tr> <tr> <td style="border: none;">TBD</td> <td style="border: none;">LOGISTICS DEPARTMENT "ROSSIYA AIRLINES" JSC</td> </tr> </table> <table style="width: 100%; border: none; margin-top: 20px;"> <tr> <td style="width: 50%; border: none;">Payment Condition: NET 30 DAYS</td> <td style="width: 50%; border: none;">Responsible:</td> </tr> <tr> <td style="border: none;">Priority: NORMAL</td> <td style="border: none;">Email:</td> </tr> </table> <div style="margin-top: 20px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="height: 20px;">Order Text</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Item</th> <th style="width: 30%;">Partnumber</th> <th style="width: 60%;">Description</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table> </div>			VENDOR	ISSUED BY	TBD	LOGISTICS DEPARTMENT "ROSSIYA AIRLINES" JSC	Payment Condition: NET 30 DAYS	Responsible:	Priority: NORMAL	Email:	Order Text	Item	Partnumber	Description																															
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PROPERTY OF "ROSSIYA AIRLINES" JSC

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<table> <tr> <td data-bbox="204 302 271 322">SHIP TO</td> <td data-bbox="730 302 790 322">BILL TO</td> </tr> <tr> <td data-bbox="204 338 245 358">TBD</td> <td data-bbox="730 338 941 414"> "ROSSIYA AIRLINES" JSC 18/4 PILOTOV STREET 196210 - SAINT-PETERSBURG RUSSIA </td> </tr> </table>			SHIP TO	BILL TO	TBD	"ROSSIYA AIRLINES" JSC 18/4 PILOTOV STREET 196210 - SAINT-PETERSBURG RUSSIA
SHIP TO	BILL TO					
TBD	"ROSSIYA AIRLINES" JSC 18/4 PILOTOV STREET 196210 - SAINT-PETERSBURG RUSSIA					

PROPERTY OF "ROSSIYA AIRLINES" JSC

**Подписи сторон:
Signatures of the Parties:**

**От имени АО «Авиакомпания «Россия»:
For and on behalf of JSC Rossiya airlines**

Имя: _____
 Name: _____
 Должность: _____
 Title: _____
 Подпись: _____
 Signature: _____
 Дата: _____
 Date: _____

**От имени TBD:
For and on behalf of TBD:**

Имя: _____
 Name: _____
 Должность: _____
 Title: _____
 Подпись: _____
 Signature: _____
 Дата: _____
 Date: _____

